

Exhibit A

MARKETING AGREEMENT

This Marketing Agreement (this "Agreement"), dated as of 9/13/2022
(the "Effective Date"), is between **Bluresca, LLC.**, located at 1201 North Orange Street, Unit 762, Wilmington, Delaware 19801 USA (the "Company") and **Aaliyah Jones**, individual with an address at [REDACTED] (the "Client"). The Company and Client are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, Client desires to engage Company to be their exclusive OnlyFans, and all other subscription sites ("Subscription Sites") profile marketer throughout the world.

Client's Instagram Username: Company will issue Company owned Instagram account mentioned below at the Signature Page. "Instagram Page"

Client's OnlyFans Username: Company will issue Company owned OnlyFans account mentioned below at the Signature Page.
"OnlyFans Page"

Client's Twitter Username: Company will issue Company owned Twitter account mentioned below at the Signature Page.
"Twitter Page"

Client's TikTok Username: Company will issue Company owned TikTok account mentioned below at the Signature Page.
"Tik Tok"

WHEREAS, Company accepts such engagement and agrees to manage the marketing efforts in association with Client's Subscription Sites account.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the parties agrees to as follows:

I. TERM AND TERMINATION.

1.1. This Agreement will be effective upon the signing of this Agreement ("Effective Date") and will continue in effect for twenty four (24) months ("Term").

1.2. The Term will be renewed automatically at its expiration for a perpetual term, unless one of the following events takes place:

1.2.1. This Agreement has been terminated pursuant to Section 4; or

[Signature] [Signature]
[Signature] [Signature]

1.2.2. Either party gives notice to the other party, not less than thirty (30) days before the expiration of the Term, of its intention not to renew the Term.

II. SERVICES AND WARRANTIES.

2.1. *Warranties.* Each party represents and warrants to the other that:

2.1.1 It has the full corporate right and authority to enter into this Agreement and to perform the acts required of it hereunder; and

2.1.2. The execution of this Agreement by such Party and the performance by such Party of its obligations and duties hereunder do not and shall not violate any other Agreement to which such Party is a Party or by which it is otherwise bound; and

2.1.3. When executed and delivered by such Party, this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party according to its terms; and

2.1.4. Such Party acknowledges that the other Party makes no representations, warranties or Agreements related to the subject matter hereof that are not expressly specified in this Agreement.

2.2. *Warranties of the Client.* The Client represents and warrants to the other that:

2.2.1. She is over the age of eighteen (18) years old; and

2.2.2. Any and all stories and posts posted under Instagram Page and any other Subscription Sites will comply with any and all rules and regulations of Instagram Page and those Subscription Sites.

2.2.3. At all times during the duration of this Agreement and any renewal period, Client and Instagram Page will comply with any and all rules and regulations of Instagram and any other Subscription Sites.

DS
NC4
DS
AJ

2.2.4. At all times during the duration of this Agreement and any renewal period, Client shall comply with any and all local, city, county, state, federal and International Laws, regulations and order now in effect or which may hereafter be enacted pertaining to or affecting to the content and posts posted by/for the Client, specifically including but not limited to nudity, indecent exposure, underage nudity, underage viewers of the content, sexual content, nude images, nude posts, pornography, obscenity.

2.3. *Company's Services.* Company's services include providing OnlyFans Page, Instagram Page growth, along with implementation of their Subscription Sites Strategy ("Services"). In order to grow Client's following, Company will pay pages with a large amount of followers to give a shout out to the Client. Company creates, manages, uploads content on the Subscription Sites including OnlyFans Page, and Instagram Page. Both Company and Client shall have access to the Subscription Sites, OnlyFans Page and Instagram Page.

Company may also provide Client with a mobile phone with verified Tik Tok account which will be registered under the Client's TikTok Username or with other applications and Subscription Site Accounts owned by the Company (the "Device") with a right to use the device and account only during the period when this Agreement remains in effect; upon termination of this Agreement for any reason the Client shall return to the company the said Device and any other tools and devices received from the Company and cease access to any Subscription Sites Pages.

2.4. *Client's Responsibilities.* Client shall have only (1) Subscription Sites account (unless agreed to otherwise by both parties) and their Instagram Bio must state the Client's Subscription Sites link. Furthermore, Client shall (unless agreed to otherwise by both parties):

DS
NC4
DS
AJ

- 2.4.1. Upload content daily to the Company for further uploading to the Subscription Sites; and
- 2.4.2. Promote Subscription Site(s) by posting content on the Clients social media accounts daily; and
- 2.4.3. Upload content to the Company for further uploading to Instagram Page feed at least four times a week; and
- 2.4.4. Communicate effectively with Company's team in a timely manner; and
- 2.4.5. Provide content to Company for promotion growth of clients Subscription Sites and Instagram Page.
- 2.4.6. May not purposely lose any followers, may not act in such a way prompting the loss of followers and must continue to act in an orderly manner in order to retain the newly acquired followers.
- 2.4.7. Under no circumstances is Client allowed to self-disable the Instagram Page or Subscription Sites during the duration of this Agreement and any renewal Term unless otherwise stipulated in the Amendment by the Parties.
- 2.4.8. Client may not change the name of the Instagram Page and/or Subscription Sites during the duration of this Agreement and any renewal Term unless otherwise stipulated in the Amendment by the Parties. In case of Client's change of the log in information to the Instagram Page and/or Subscription Sites, Client shall be in breach of this Agreement and shall compensate the Company with Five Thousand (\$5,000) Dollars, payable within Fourteen (14) days of the Breach.
- 2.4.9. Client shall be in direct violation of this Agreement if Client promotes any Subscription Sites and/or Social Media Accounts throughout the world not listed

DS
NC4
DS
AJ

in this Agreement unless a written consent has been obtained from the Company or this Agreement contains provisions to the contrary. Client shall only drive traffic to Client's Social Media and Instagram Page, more specifically listed in this Agreement. Client, however, as of the date of this Agreement has another Only Fans page; she may continue maintaining this private page during and after completion of this Agreement provided such actions will not violate intellectual property rights of the Company.

2.4.10. Client must insert in the biography of Instagram Page the following:

"MGMT: @bluresca"

2.4.11. Client may not open new and/or additional Instagram, OnlyFans accounts or other Subscription Sites without the written consent of the Company. If Client opens a new and/or additional Instagram, OnlyFans account or other Subscription Sites without the written consent of the Company, Client shall be considered in breach of this Agreement, and shall compensate the Company in accordance with Section 3.1. for all new accounts plus the account associated with this Agreement.

2.4.12. Under no circumstances is Client allowed to alter the Account Privacy settings during the duration of this Agreement and any Renewal Term unless otherwise stipulated in the Amendment by the Parties.

2.4.13. Return the Device to the Company not later than one (1) days since termination of this Agreement for any reason, including termination during the Trial period and stop using the TikTok and any other social media accounts created by the Company for the purposes of this Agreement.

III. COMPENSATION

DS
N/A
DS
AJ

3.1. *Compensation.* For the services provided by the Company pursuant to Paragraph 2.3 of this Agreement, Company receives sixty (60%) percent of Client's net profits from Subscription Sites, OnlyFans Page, Instagram Page and any other social media commencing on the date of this Agreement and continued through any Renewal Terms and ending on the expiration of this Agreement.

3.1.1. *Definition of Net Profits.* Net Profits shall mean the total amount of profits collected after the deduction of the Subscription Site's fees.

3.1.2. *Accounting.* Company shall have unrestricted access to the Subscription Sites, OnlyFans Page, Instagram Page and all other social media accounts in order to accurately calculate weekly earnings. Client shall also have access to the Subscription Sites, OnlyFans Page, Instagram Page and all other social media accounts. Company receives all payments made to Client in connection with Subscription Sites, OnlyFans Page, Instagram Page and any other social media, retains from Net Profits Company's compensation set forth in Section 3.1 and makes payment of the remaining portion of income to Client on a bi-weekly basis as set forth in Section 3.2.

3.1.3. In course of the duration of this Agreement and any renewal Term, if Client chooses to change their username and/or password on the Subscription Sites associated with this Agreement barring the Company from entering the above mentioned Subscription Site, Client shall be considered in material breach of this Agreement.

3.2. *Commission Payments.*

DS
NC
DS
AJ

3.2.1. In course of the duration of this Agreement and any Renewal Term, Company receives all payments made to Client in connection with Subscription Sites, OnlyFans Page, Instagram Page and any other social media, retains from Net Profits Company's compensation set forth in Section 3.1 and makes payment of the remaining portion of income to Client on a bi-weekly basis, specifically on Wednesday of every second week, unless otherwise stipulated.

3.3. *Failure to receive Payment.* If Client interferes in any manner with the Company's rights to receive payments from Subscription Site, Company shall have the right among other things to freeze Client's Social Media Account(s) associated with this Agreement and pause all promotion for Client.

3.4. [Intentionally Omitted by the Parties]

3.5. *Additional Accounts.* Company shall have full access to the Additional Account listed below of the Client. Furthermore, any and all clauses of this Agreement also equivalently apply to the Additional Accounts.

Additional Account Username: _____

IV. TERMINATION.

4.1. *Termination.* Company reserves the right to terminate this Agreement upon twenty (20) days written notice. If Client fails to properly fulfill her obligations under this Agreement, Company may terminate this Agreement imminently. If Client believes that the Company is in breach of this Agreement, Client must give a written Notice to the Company stating the alleged breach. Company shall have thirty (30) days after the receipt of such notice to amend the alleged breach. If the alleged breach is not amended at the expiration of the thirty (30) days after the

DS
NC4
DS
AJ

receipt of such notice, Client may terminate this Agreement with six (6) weeks notice to the Company.

4.2. Compensation After Termination. If Client terminates this Agreement during the Term, then Company shall be entitled for compensation due under Section 3.1 until the end of the Term. Until the Term has fully expired, Client may not open another Instagram Account, OnlyFans Account or Subscription Sites without the written consent of the Company. If Client opens new and/or additional Instagram account, OnlyFans account or Subscription Sites after termination and/or without the written consent of the Company, Client will owe Company compensation in accordance with Section 3.1. for all new accounts plus the account associated with this Agreement.

4.3. Instagram, OnlyFans, TikTok and Twitter Accounts. Upon the termination and/or expiration of this Agreement for whatever reason, the Instagram Page, OnlyFans Page, Twitter Page, TikTok Page and other Subscription Sites Accounts the Company shall own all rights in the content uploaded to the listed resources (including ownership and all intellectual property rights to all content uploaded to the said Subscription Site).

V. INDEPENDENT CONTRACTOR.

5.1. This Agreement is made with the understanding that Company is an Independent Contractor and not an employee of the Client and the Company will at all times act as an Independent Contractor in performing services pursuant to this Agreement. Further, the Company is not an agent, representative or partner of the Client. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligations or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, partnership, franchise, sales, representative or

DS
NC4
DS
AJ

employment relationship between the Parties or to impose any partnership obligation or liability upon either Party, or the relationship of employer and employee between the Client and the Company.

VI. TAXES.

6.1. Both parties will be solely responsible for paying all federal, state, and local income and self-employment taxes, penalties and interests, as well as timely and correctly reporting and paying of all taxes.

VII. EXPENSES.

7.1. Both parties shall be responsible for their own expenses, unless specifically stated otherwise in this Agreement.

VIII. AUTONOMY.

8.1. Except as otherwise provided in this Agreement, the Company will have full control over working time, methods, and decision making in relation to provisions of the Services in accordance with the Agreement. The Company will work autonomously and not at the direction of the Client. Except as expressly provided in this Agreement, Client will not have the right to direct, control, or supervise the Company, including (1) the manner in which Company performs or accomplishes its duties under this Agreement; (2) the details of how Company's services are to be accomplished; (3) the order of sequence in which tasks should be performed; (4) Rights to display the media from events executed by Company.

IX. SOCIAL MEDIA POSTS BY CLIENT.

9.1. Client shall be solely responsible for its own content and the consequences of posting or publishing the same on any and all social media. In connection with each of Client's engagements managed by Company, Client affirms, represents, and/or warrants that (1) Client

DS
NC4
DS
AJ

owns or has the necessary licenses, rights, consent, and permissions for the content being posted, (2) Client will not submit material that is copyrighted, protected by trade secret or otherwise subject to third proprietary rights, (3) publish falsehoods or misrepresentation that could damage Company or any third party Company, (4) falsely state or otherwise misrepresent its affiliation with a person or entity; (5) submit material that is unlawful, defamatory, libelous, threatening, harassing, ethically offensive, hateful, racially or ethnically offensive, or encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any local, provincial, national, or international law, or is otherwise inappropriate.

X. FOLLOWERS AND VIEWERS OF CLIENT; CONTENT.

10.1. [Intentionally Omitted]

XI. INDEMNIFICATION.

11.1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, Client agrees to indemnify and hold harmless the Company, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

XII. LIMITATION OF LIABILITY.

DS
NC
DS
AJ

12.1. The parties agree that in no event shall Company be liable for any indirect, incidental, special, exemplary, consequential, punitive, or other indirect damages of any nature, for any reason, including, without limitation the breach of this Agreement or any expiration or termination of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if it has been advised of the possibility of such damages.

XIII. PERFORMANCE.

13.1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

XIV. MODIFICATION OF AGREEMENT.

14.1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

XV. NOTICES.

15.1. Any notice under this Agreement required to be sent, shall be in writing and shall be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. Parties hereby designate their addresses as first stated above unless either party instructs the other one that their address for notices has changed in writing.

XVI. WAIVER.

DS
n/a DS
aJ

16.1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

XVII. TITLES/HEADINGS.

17.1. The Section and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, govern, limit, modify or construe the scope or extent of the provisions of this Agreement to which they may relate. Such headings are not part of this Agreement and shall not be given any legal effect.

XVIII. GENDER.

18.1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

XIX. GOVERNING LAW.

19.1. This Agreement will be governed by and construed in accordance with the laws of the State of New York. All legal actions relating to this Agreement shall be brought in the state or federal courts located in the State of New York. Each party knowingly and voluntarily waives any objection to the venue of any such action, suit, or proceeding.

XX. SEVERABILITY.

20.1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

DS
NC
DS
AJ

XXI. EXCLUSIVITY.

21.1. The Client herein appoints the Company to act as the Client's exclusive Subscription Sites profile marketer throughout the World, during the Term and all renewal terms, in all markets necessary to effectively provide social medical exposure and growth. The Client herein acknowledges that this Agreement is exclusive arrangement with the Company. The Client further acknowledges that during the time of this Agreement and all renewal terms, Client may not enter into any other agreements of any sort with a third party in connection to the current and any new/additional Subscription Sites.

XXII. NON-DISCLOSURE.

22.1. Client shall keep strictly confidential and shall not disclose, cause or permit to be disclosed, to any person or entity any information about this Agreement herein except to those officers, employees or other authorized agents and representatives of Client whom disclosure is reasonably necessary in connection to the terms of this Agreement and who shall agree to be bound by the terms of this Agreement, and except as otherwise consented to in writing by the Company. Client shall take all actions reasonably necessary to ensure that the contents of this Agreement remains strictly confidential and not disclosed to or seen, used or obtained by any person or entity except in accordance with the terms of this Agreement.

XXIII. NON-SOLICITATION.

23.1. During the Term and for a period of twenty-four (24) months thereafter, Client shall not, directly or indirectly, solicit or attempt to solicit any business from Company's clients, prospective clients, business contacts or vendors.

XXIV. NO INTERFERENCE.

DS
NC
DS
AJ

24.1. Client shall not, either during or after the Term, contact or interfere with the business or affairs of Company's customers, prospective customers, clients, potential clients or suppliers (or the owners, employees, or agents of any of them.)

XXV. NO DISPARAGEMENT.

25.1. Client shall not, either during or after the Term, make any statements, whether oral or in writing, that would tend to disparage or defame the Company, or their employees.

XXVI. SURVIVAL.

26.1. The provisions of this Agreement will survive the termination of the Term, regardless of the cause for termination.

XXVII. SIGNATORIES.

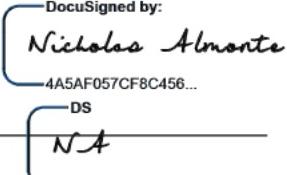
27.1. This Agreement shall be signed by Aaliyah Jones, individual with an electronic mail of [REDACTED], residential address at [REDACTED]
[REDACTED] and on behalf of Bluresca LLC., by Nicholas Almonte with an address of 119 Washington Avenue, Albany NY 12210 USA.

27.2. This Agreement may be executed in counterparts, electronically signed, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

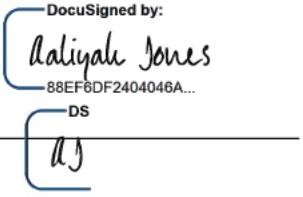
[Agreement continues on the next page]

DS
N/A DS
AJ

IN WITNESS WHEREOF, each of the Parties herein has caused this Agreement to be signed and delivered by its duty authorized representative.

BLURESCA, LLC 
Nicholas Almonte
4A5AF057CF8C456...
DS


By: _____
Name: Nicholas Almonte
Title: _____
Date: 9/13/2022

Aaliyah Jones 
Aaliyah Jones
88EF6DF2404046A...
DS


By: _____
Name: _____

Instagram Page: to be created by the Company

OnlyFans Page: to be created by the Company

Twitter Page: to be created by the Company

TikTok Page: to be created by the Company

Date: 9/12/2022